

CITY OF HIALEAH, FLORIDA



REQUEST FOR BIDS

BID No. 2013/14-0240-00-014

LIFE & A. D. & D. COVERAGE

**SPECIFICATIONS
PREPARED BY:
RISK MANAGEMENT DEPARTMENT**

**BID DOCUMENTS
PREPARED BY:
PURCHASING DIVISION**

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CITY OF HIALEAH
ADVERTISEMENT
and
REQUEST FOR BIDS

Sealed, written bids will be received by the Office of the City Clerk of the City of Hialeah, Florida, 501 Palm Avenue until **11:00 A.M. TUESDAY APRIL 29, 2014** at which time all bids will be publicly opened and read aloud in the Council Chambers, 3 Floor, for furnishing the following:

LIFE & A. D. & D. COVERAGE
BID No. 2013/14-0240-00-014


Contract documents, drawings, specifications and proposal forms for all bids may be obtained at the Purchasing Office, City Hall, 501 Palm Avenue, 4 Floor, Hialeah, Florida, or by calling 883-5846.

Proposals shall be submitted in sealed envelopes and shall bear on the face, thereof, the Bid Number, and the complete name and address of the bidder.

The City of Hialeah reserves the right to reject all bids, or to waive any informality in the bidding. Bids may be held by the City of Hialeah for a period not to exceed 30 days from the date of opening for the purpose of reviewing the proposals and investigating the qualifications of the bidders, prior to awarding of the contract.

The City of Hialeah reserves the right to accept, or reject bids on each item separately or as whole.

CITY OF HIALEAH, FLORIDA



Advertisement Date:
Thursday, March 27, 2014

Angel Ayala
Acting Purchasing Director

SUBMIT BIDS TO:		CITY COUNCIL CITY OF HIALEAH 501 PALM AVENUE HIALEAH, FL 33010		CITY OF HIALEAH INVITATION TO BID TERM CONTRACT Bidder Acknowledgment	
Page 1 of	Telephone Number	Mailing Date	Bid No.		
	(305) 883-5857	March 24, 2014	2013/14-0240-00-014		
Bids will be opened:		Bid Title			
April 29, 2014		LIFE & A.D. & D. COVERAGE			
And may not be withdrawn within 30 DAYS After such date and time. 11:00 A.M.					
All awards made as a result of this bid shall conform to applicable Florida Statutes and City of Hialeah Charter and Ordinances			Reason for "no bid"		
NAME OF VENDOR		AREA CODE	TELEPHONE NUMBER		
MAILING ADDRESS		BUSINESS ADDRESS			
CITY - STATE - ZIP CODE		WHEN REQUIRED, BOND OR CASHIER'S OR CERTIFIED CHECK IS ATTACHED IN THE AMOUNT OF \$			
I certify that this bid is made without prior understanding agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and with-out collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.					
		AUTHORIZED SIGNATURE (MANUAL)			
		AUTHORIZED SIGNATURE (TYPED) TITLE			

GENERAL CONDITIONS

BIDDER: To insure acceptance of the bid, follow these instructions.

SEALED BIDS: All bid sheets and this form must be executed and submitted in a sealed envelope. (Do not include more than one bid per envelope) The face of the envelope shall contain, in addition the above address, the date and time of bid opening and the bid title. Bids not submitted on attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those, which do not comply with these conditions, are subject to rejection.

1. **EXECUTION OF BID:** Bid must contain a manual signature of authorized representative in the space provided above the company name and bid title must also appear on each page of the bid as required.
2. **NO BID:** If not submitting a bid, respond by returning this form, marking it "No Bid", and explain the reason in the space provided above. Repeated failure to quote, without sufficient justification, shall be cause for removal of the supplier's name from the bid mailing list. Note: To qualify as a respondent, bidder must submit a "No Bid" and it must be received no later than the stated bid opening date and hour.
3. **BID OPENING:** Shall be at a public opening commencing at the regular time and date specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids, which for any reason are not so delivered, will not be considered. Offers by telegram or telephone are not acceptable. Bid files may be examined during normal working hours by appointment.
4. **PROOF OF CAPABILITY:** The bidder may be required before the award of any contract, to show to the complete satisfaction of the City Council that he has the necessary facilities, ability and financial resources to perform the bid requirements in a satisfactory manner and he may be required to show past history and references which will enable the City Council to satisfy itself as to his qualifications

5. **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless the City of Hialeah and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process or article manufactured or used in the performance of the contract, including its use by the City of Hialeah, Florida. If the bidder uses any design, device, or materials covered, by letter, patent or copyright, if it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials, in any way involved in the work.
6. **RATE OF WAGES:** When applicable, the rate of wages for work covered by a public contract for those employed by any contractor or subcontractor, shall not be less than the prevailing rate of wages for similar skills or classifications or work in the City of Hialeah. The Division of Labor and Employment Opportunities, Tallahassee, Florida, will furnish the prevailing wage rates in the City of Hialeah, upon request.
7. **PRICES TERMS AND PAYMENT:** Firm prices shall be quoted: typed or printed in ink and include all packing, handling, and shipping charges, unless otherwise stipulated. Bidder is requested to offer a cash discount for prompt invoice payment. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified whichever is later.
 - (a) **TAXES:** The City of Hialeah does not pay Federal Tax, Transportation Tax, or State Tax. See exemption numbers on face of purchase order.
 - (b) **DISCOUNTS:** Bidders may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.
 - (c) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedule, bid prices, and all instructions pertaining to supplies and/or services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern.
 - (d) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers, where applicable, shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
 - (e) **SHIPPING CHARGES:** When items are to be delivered or shipped to the City of Hialeah, bid shall reflect that these items are F.O.B. destination.
 - (f) **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
 - (g) **INVOICING AND PAYMENT:** The contractor shall be paid upon submission of a properly certified invoice to the ordering agency at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of the goods. Contractor(s) shall insure that the invoice is legible, submitted with the correct price(s) and include the purchase order number.
8. **MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers names, trade names, brand names, information and/or catalog numbers listed in a specification are for information, not to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name, number, and indicate any deviation from the specifications. **YOUR BID, LACKING ANY WRITTEN INDICATION OF INTENT TO QUOTE AN ALTERNATE BRAND, WILL BE RECEIVED AND CONSIDERED AS A QUOTATION IN COMPLETE COMPLIANCE WITH THE SPECIFICATIONS.**
9. **AWARDS** As the best interest of the City may require the right is reserved to make award(s) by individual item, groups of items, all or none, or a combination thereof, to reject any and all bids or waive any minor informality or technicality in bids received
10. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidders must furnish all information requested in the spaces provided on the bid form. Further as may be specified elsewhere, each bidder must submit with his proposal cuts sketches, and descriptive literature and/or complete specifications covering the products offered. References to literature submitted with these requirements are subject to rejection.
11. **INTERPRETATIONS:** Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the bid opening. Inquiries must reference the date of bid opening and title. Failure to comply with this condition will result in bidder waiving his right to dispute the bid specifications.
12. **SERVICE AND WARRANTY:** Unless otherwise specified, the bidder shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidders must explain on an attached sheet to what extent warranty and service facilities are provided.
13. **SAMPLES:** Samples of items, when called for must be furnished free of expense, and if not destroyed may, upon request, be returned at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid title and item reference. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier and must be received within ninety (90) days after bid opening date. If instructions are not received within this time, the commodities shall be disposed of by the City of Hialeah.
14. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date (s) in bid, purchase order or specifications may result in bidder being found in default in which event any and all procurement costs may be charged against the defaulting contractor. Any violation of these stipulations may also result in:
 - (a) Supplier's name being removed from the City's vendor mailing list.
 - (b) All City departments being advised not to do business with the supplier without written approval from City Purchasing.

15. **INSPECTION ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering department of the City, unless loss or damage results from negligence by the City.
16. **RESTRICTIONS:** In the event any restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the item(s) or services offered on this proposal prior to their delivery, it shall be the responsibility of the supplier to notify City Purchasing at once, indicating in his letter the specific regulation which requires an alteration. The City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the City
17. **PRICE ADJUSTMENTS:** Any price decrease effectuated during the contract period either by reason of market change or on the part of the contractor to other customers shall be passed on to the City of Hialeah.
18. **CANCELLATION:** All contract obligations shall prevail until the end of each City fiscal year, September 30th. For the protection of both parties, this contract may be canceled in whole or in part by either party by giving thirty (30) days prior notice in writing to the other party.
19. **ABNORMAL QUANTITIES:** While it is not anticipated, should any unusual or abnormal quantity requirements arise, the City reserves the right to solicit separate bids thereon. Such bids shall be solicited only upon prior approval of City Purchasing.
20. **EXTENSION:** The City reserves the option to extend the period of this contract or any portion thereof, for an additional contract period. Extension of the contract period shall be by mutual agreement in writing.
21. **ADVERTISING:** In submitting a proposal, bidder agrees not to use the results therefrom as a part of any commercial advertising.
22. **SUMMARY OF TOTAL SALES:** The bidder agrees to furnish City Purchasing a summary of sales, including total dollar amount, made under the contract at the end of each quarter, or as stipulated in the attached special conditions. Written justification must be submitted with this bid if this requirement cannot be met.
23. **LIABILITY:** The supplier shall hold and save the City of Hialeah, its officers, agents, and employees harmless from liability of any kind in the performance of this contract.
24. **EQUAL EMPLOYMENT OPPORTUNITY:** The City of Hialeah endorses Equal Employment and incorporates the non-discrimination clause in this invitation to Bid, General Conditions.
25. **SPECIFICATION SILENCE:** Apparent silence on the specifications as to any details, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning only the best commercial practices will prevail and that only materials and workmanship of first quality are to be provided. All interpretation of the Specifications shall be made upon this statement.
26. **CONDUCT OF OPERATIONS:** If providing maintenance service, the contractor shall conduct its operation in an orderly and proper manner so as not to unreasonably annoy, disturb, endanger or be offensive to the public; keep the sound level of its operation as low as practicable; and within reason, control the conduct and appearance of its employees, invitees and of those doing business with it. Upon objection from the City concerning conduct, demeanor, and appearance of any persons, the contractor shall immediately take all reasonable steps to remove the cause of the objection.
27. **ASSIGNMENT OF ANTI-TRUST CLAIMS TO CITY:** Bidders who are dealers, distributors, etc. and who are offering commodities manufactured by others shall complete the attached assignment form and return it with their bid. Failure to agree to this assignment shall subject the bid to rejection.

NOTE: THE GENERAL CONDITIONS, AS ITEMIZED, AND THE ACCOMPANYING BID CONSTITUTE AN OFFER FROM THE BIDDER. IF ANY OR ALL PARTS OF THE BID ARE ACCEPTED BY THE CITY OF HIALEAH, AN AUTHORIZED REPRESENTATIVE OF THE CITY SHALL AFFIX HIS SIGNATURE HERETO, AND THIS SHALL THEN CONSTITUTE THE WRITTEN AGREEMENT BETWEEN THE PARTIES. THE CONDITIONS OF THIS FORM BECOME A PART OF THE WRITTEN AGREEMENT BETWEEN THE PARTIES, AND THE CITY HEREBY RELIES UPON ANY REPRESENTATIONS BY THE BIDDER AS ARE CONTAINED HEREIN.

CITY OF HIALEAH

CONTRACT/PURCHASE ORDER NUMBER

BY: _____

BID NO: _____

BID TITLE: _____

DATE: _____

EFFECTIVE: _____

INSTRUCTIONS TO BIDDERS

SEALED BID MAILING INSTRUCTIONS:

Each bid returned to this office must have clearly marked on the face of the envelope the following information:

- | | |
|----------------------------|-----------------------|
| 1. Sealed Bid Number | 2. Title of the Bid |
| 3. Opening Date of the Bid | 4. Bidder's Firm Name |

**THE ENCLOSED BID RETURN ENVELOPE SHOULD BE USED
WHENEVER POSSIBLE. BIDS NOT COMPLYING WITH THE
ABOVE INSTRUCTIONS WILL NOT BE CONSIDERED.**

The City of Hialeah "Invitation to Bid Term Contract Bidder Acknowledgment" form, "Assignment" form, "Sworn Statement" form, "Non Collusion Affidavit" form, and "Disclosure Affidavit" form, must accompany the "Bid" form completed.

The bidder must furnish a statement giving a complete description of all points wherein the equipment he proposes to furnish does not comply with the specifications. Failure to furnish such a statement will be interpreted to mean that the vendor agrees to meet all requirements of the specifications.

Bidder will state delivery time in his proposal.

All quotations and proposals must be signed in all appropriate spaces with the Firm name and by an officer or employee having authority to bind the Company or Firm by his signature.

To be retained on the active bidder's list, bidder MUST respond to this Invitation to Bid. To protect your status as an active bidder, please complete and return the Bidder's Acknowledgment Form of the bid proposal indicating reason for "No Bid" at this time. Failure to respond to bid invitations could result in automatic removal from the bidder's list.

The City of Hialeah reserves the right to accept or reject bids on each item separately, or as a whole.

NOTE: Where an "or equal" is called for in the specifications, the City of Hialeah will be the sole judge on accepting the item as an equal.

GENERAL TERMS AND CONDITIONS OF INVITATION TO BID

1. CONTENTS OF BID

A. GENERAL CONDITIONS

Bidders are required to submit their proposals in conjunction with the following express conditions:

1. Bidders shall thoroughly examine the specifications, schedules, instructions, and all other contract documents.
2. Bidders shall make all investigations necessary to thoroughly inform themselves regarding the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents will be accepted as a basis for varying the requirements of the City, or the compensation to the vendor.
3. Bidders are advised that all City contracts are subject to all legal requirements provided for in the Purchasing Ordinance, and / or State and Federal Statutes.

B. DESCRIPTION OF SUPPLIES

1. Any manufacturer's names, trade names, brand names, or catalog number used in the specifications are for the sole purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and is in no way intended to prohibit the bidding of other manufacturer's items of equal quality.
2. Bidders are required to state exactly what they intend to furnish, otherwise they shall be required to furnish the items as specified.
3. When bidding an approval, equal bidders will submit with their proposal, two complete sets of necessary data (factory information sheets, specification, brochures, etc.) in order for The City of Hialeah to evaluate and determine the quality of the bid item(s).

GENERAL TERMS AND CONDITIONS

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4. Bidders must indicate any variances to the Specifications, Terms and Conditions, no matter how slight.
5. The City of Hialeah shall be the sole judge of equality and its decision shall be final.

C. VARIANCES IN TERMS AND CONDITIONS

Where there appears to be variances or conflicts between these General Terms and Conditions and the "Special Conditions" outlined in the Bid Package, Special Conditions in the Bid Package shall prevail.

D. CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS

Any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification are for information, not to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification (s) for any item. If bids are based on equivalent products, indicate any deviation from the specifications. Your bid, lacking any written indication of intent to quote an alternate brand, will be received and considered as quotation in complete compliance with specifications.

SPECIFICATIONS

The City of Hialeah hereby requests bids for the following life insurance:

I. BASIC LIFE INSURANCE BENEFIT

Class 1	Active full-time management employees	\$100,000.00
Class 2	Retired management employees who retired on or after 7/1/02 and are 65 years of age or under	\$100,000.00
Class 3	Retired management employees who retired on or after 7/1/02 and are over 65 years of age	\$25,000.00
Class 4	Retired management employees who retired after 11/1/80 but before 6/30/02 and are age 65 and under	\$50,000.00
Class 5	Retired management employees who retired after 11/1/80 but before 6/30/02 and are over age 65	\$12,500.00
Class 6	All other active full-time employees (excluding active Sworn Police Officers)	\$10,000.00
Class 7	All other retired employees who are age 65 and under (excluding retired Sworn Police Officers who are age 65 and under)	\$10,000.00
Class 8	All other retirees who are over age 65 (excluding retired Sworn Police Officers who are over age 65)	\$2,000.00
Class 9	Active Sworn Police Officers	\$10,000.00
Class 10	Retired Sworn Police Officers who are age 65 and under	\$10,000.00
Class 11	Retired Sworn Police Officers who are over age 65	\$2,000.00

Basic Life Insurance Benefit will terminate as follows:

Class 1	On the date of retirement
Class 2	Upon attainment of age 65
Class 3	Not applicable
Class 4	Upon attainment of age 65
Class 5	Not applicable
Class 6	On the date of retirement

Class 7	Upon attainment of age 65
Class 8	Not applicable
Class 9	On the date of retirement
Class 10	Upon attainment of age 65
Class 11	Not applicable

II. ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT
(Please quote separately from Sections I, III, and IV.)

Class 1	Active full-time management employees	\$7,500.00
Class 2	Retired management employees who retired on or after 7/1/02 and are 65 years of age or under	\$7,500.00
Class 3	Retired management employees who retired on or after 7/1/02 and are over 65 years of age	\$7,500.00
Class 4	Retired management employees who retired after 11/1/80 but before 6/30/02 and are age 65 and under	\$7,500.00
Class 5	Retired management employees who retired after 11/1/80 but before 6/30/02 and are over age 65	\$7,500.00
Class 6	All other active full-time employees (excluding active Sworn Police Officers)	\$7,500.00
Class 7	All other retired employees who are age 65 and under (excluding retired Sworn Police Officers who are age 65 and under)	\$7,500.00
Class 8	All other retirees who are over age 65 (excluding retired Sworn Police Officers who are over age 65)	\$7,500.00
Class 9	Active Sworn Police Officers	\$7,500.00
Class 10	Retired Sworn Police Officers who are age 65 and under	\$7,500.00
Class 11	Retired Sworn Police Officers who are over age 65	\$7,500.00

Basic Accidental and Death Dismemberment will terminate upon attainment of age 70 for Class 2, Class 3, Class 4, Class 5, Class 7, Class 8, Class 10, and Class 11.

Basic Accidental and Death Dismemberment will not terminate for Class 1, Class 6, and Class 9.

III. SUPPLEMENTAL LIFE INSURANCE BENEFIT FOR MANAGEMENT EMPLOYEES AND RETIRED MANAGEMENT EMPLOYEES - ADDITIONAL \$50,000

(Please quote separately from Sections I, II, and IV.)

Class 1	Active full-time management employees	\$50,000.00
Class 2	Retired management employees who retired on or after 7/1/02 and are 65 years of age or under	\$50,000.00
Class 3	Retired management employees who retired on or after 7/1/02 and are over 65 years of age	\$50,000.00
Class 4	Retired management employees who retired after 11/1/80 but before 6/30/02 and are age 65 and under	\$50,000.00
Class 5	Retired management employees who retired after 11/1/80 but before 6/30/02 and are over age 65	\$50,000.00

Supplemental Life Insurance Benefit will reduce to 65% at age 65 and terminate upon attainment of age 70.

IV. SUPPLEMENTAL LIFE INSURANCE BENEFIT FOR ACTIVE SWORN POLICE OFFICERS AND RETIRED SWORN POLICE OFFICERS - ADDITIONAL \$35,000.00

(Please quote separately from Sections I, II, and III.)

Class 1	Active Sworn Police Officers	\$35,000.00
Class 2	Retired Sworn Police Officers who are age 65 and under	\$35,000.00
Class 3	Retired Sworn Police Officers who are over age 65	\$35,000.00

Supplemental Life Insurance Benefit will reduce to 65% at age 65 and terminate upon attainment of age 70.

ELIGIBILITY

All full-time general employees, confidential employees, management employees, sworn police officers, firefighters, elected officials, and retirees who participate in the City of Hialeah's health insurance plan, including the Self-Funded Group Health Program, HMO, or IAFF Union Group Health Program, qualify for the Basic Life Insurance Benefit and the Basic Accidental Death and Dismemberment Benefit. The Bidder must agree to cover all of the above including disabled employees, whether actively at work or not, on the day the policy is to take effect.

CONTRIBUTION

The City of Hialeah contributes 100% for the Basic Life Insurance Benefit and the Basic Accidental Death and Dismemberment Benefit. The City of Hialeah does not contribute to the Supplemental Life Insurance Benefit for management employees and retired management employees for \$50,000.00. The City of Hialeah does not contribute to the Supplemental Life Insurance Benefit for Sworn Police Officers for \$35,000.00.

POLICY TERM

All policies and services should be quoted preferably on a three-year basis, subject to annual audits. The City of Hialeah will provide payments on a monthly basis.

CANCELLATION

Bidder must agree to provide the City with at least 90 days advance notice in order to cancel policy.

TERMINATION

It must also be agreed that the Bidder will continue to provide all services as specified for all outstanding or unreported claims occurring during the policy period.

BENEFICIARY FORMS

The Bidder must agree to accept the current beneficiary forms on file with the City. Furthermore, the Bidder must provide each eligible member with an updated policyholder's certificate showing proper coverage, in a form acceptable to the City.

CENSUS

Please see the exhibits attached for current employee and retiree census breakdown. Additionally, attached is a monthly billing for informational purposes.

POLICY EFFECTIVE DATE

Effective date: Policy will be effective 12:01 AM, July 1, 2014

GENERAL REQUIREMENTS

- A. Insurance companies must be authorized to do business in the State of Florida.
- B. All bids shall show the name of the proposed carrier or carriers, which must be companies having a rating of a least A: 8 or better, per Best's Insurance Guide, latest edition, or its equivalent.
- C. All coverage should be provided on standard forms approved by the Insurance Commissioner's Office of the State of Florida, and specimens of the policy with all required endorsements attached shall accompany each bid. Also required are explanations of alternate bids, if any.
- D. The City actively encourages the submission of alternate proposals deviating from these specifications but in doing so the Bidder shall expressly set forth said deviations. Failure to indicate any deviations shall be interpreted as the Bidder's intent to fully comply with the specifications as written.
- E. In the event a dividend paying company is submitted, the Bidder shall indicate

gross and net estimated premiums separately, along with supporting information of the dividend experience for said company covering the past five years.

- F. In the event that a mutual company is submitted, the Bidder shall furnish evidence or statements that policies issued by that company are non-assessable.
- G. Designation of the agent or agents of record in the distribution of commissions for this bid is the sole responsibility of the insurance carrier who becomes the successful Bidder.
- H. All Bidders must submit two complete copies of their proposal.

**CURRENT LIFE AND A.D. & D.
CERTIFICATE OF INSURANCE
(SEE ATTACHED)**

**EMPLOYEE AND RETIREE CENSUS FOR BASIC LIFE INSURANCE BENEFIT
AND BASIC ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT**

(SEE ATTACHED)

CLAIM EXPERIENCE

(SEE ATTACHED)

**RATE HISTORY FOR BASIC LIFE INSURANCE BENEFIT AND THE
BASIC ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT**

JULY 96 – JULY 2000

Life	.25/1000
AD&D	.04/1000

JULY 2000 – JUNE 2002

Life	.31/1000
AD&D	.05/1000

JULY 2002-JUNE 2006

Life	.30/1000
AD&D	.04/1000

JULY 2006- JUNE 2009

Life	.26/1000
AD&D	.04/1000

JULY 2009- JUNE 2011

Life	.29/1000
AD&D	.04/1000

JULY 2011-JUNE 2014

Life	.29/1000
AD&D	.04/1000

**THE FOLLOWING IS A LIST OF THE ELIGIBLE MANAGEMENT
EMPLOYEES/ RETIREES WHO HAVE ELECTED AND CURRENTLY HAVE
THE SUPPLEMENTAL LIFE INSURANCE BENEFIT FOR \$50,000.00**

(SEE ATTACHED)

**SUPPLEMENTAL LIFE INSURANCE BENEFIT FOR MANAGEMENT
EMPLOYEES AND RETIRED MANAGEMENT EMPLOYEES FOR \$50,000.00
MONTHLY PREMIUMS**

Under age 30 yr.	\$.10 per \$1,000.00
30 - 34 yr.	\$.10 per \$1,000.00
35 - 39 yr.	\$.14 per \$1,000.00
40 - 44 yr.	\$.21 per \$1,000.00
45 - 49 yr.	\$.36 per \$1,000.00
50 - 54 yr.	\$.55 per \$1,000.00
55 - 59 yr.	\$.92 per \$1,000.00
60 - 64 yr.	\$ 1.04 per \$1,000.00
65 - 69 yr.	\$ 1.93 per \$1,000.00

**THE FOLLOWING IS A LIST OF THE ELIGIBLE ACTIVE SWORN POLICE
OFFICERS/RETIRED SWORN POLICE OFFICERS WHO HAVE ELECTED AND
CURRENTLY HAVE THE SUPPLEMENTAL LIFE INSURANCE BENEFIT FOR
\$35,000.00**

(SEE ATTACHED)

**SUPPLEMENTAL LIFE INSURANCE BENEFIT FOR SWORN POLICE
OFFICERS/ RETIRED SWORN POLICE OFFICERS FOR \$35,000.00
MONTHLY PREMIUMS**

Under age 30 yr.	\$.10 per \$1,000.00
30 - 34 yr.	\$.10 per \$1,000.00
35 - 39 yr.	\$.14 per \$1,000.00
40 - 44 yr.	\$.21 per \$1,000.00
45 - 49 yr.	\$.36 per \$1,000.00
50 - 54 yr.	\$.55 per \$1,000.00
55 - 59 yr.	\$.92 per \$1,000.00
60 - 64 yr.	\$ 1.04 per \$1,000.00
65 - 69 yr.	\$ 1.93 per \$1,000.00

**MONTHLY BILLING
SELF BILL BASIS**

(SEE ATTACHED)

PROPOSAL PAGE

PROPOSAL

City Clerk's Office

Date Submitted _____

Gentlemen:

The undersigned submits this bid for life insurance for the City of Hialeah for a three-year policy with monthly payments as indicated below. This bid is based on the information provided in the instructions and specifications for the sum as follows:

I. BASIC LIFE INSURANCE BENEFIT

_____ CENTS PER \$1,000 OF BENEFITS PER
(words) EMPLOYEE OR RETIREE

\$ _____ CENTS PER \$1,000 OF BENEFITS PER
EMPLOYEE OR RETIREE

_____ DOLLARS MONTHLY PER EMPLOYEE
(words) OR RETIREE

II. ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

_____ CENTS PER \$1,000 OF BENEFITS PER
(words) EMPLOYEE OR RETIREE

\$ _____ CENTS PER \$1,000 OF BENEFITS PER
EMPLOYEE OR RETIREE

_____ DOLLARS MONTHLY PER EMPLOYEE
(words) OR RETIREE

III. SUPPLEMENTAL LIFE INSURANCE BENEFIT FOR MANAGEMENT EMPLOYEES AND RETIRED MANAGEMENT EMPLOYEES - ADDITIONAL \$50,000

PLEASE QUOTE ON A SEPARATE PAGE. IF QUOTE IS NOT A LUMP SUM RATE PER \$1,000.00 OF BENEFITS, PLEASE PROVIDE QUOTE BASED ON AGES WITH CORRESPONDING RATES.

IV. SUPPLEMENTAL LIFE INSURANCE BENEFIT FOR ACTIVE SWORN POLICE OFFICERS AND RETIRED SWORN POLICE OFFICERS - ADDITIONAL \$35,000.00

PLEASE QUOTE ON A SEPARATE PAGE. IF QUOTE IS NOT A LUMP SUM RATE PER \$1,000.00 OF BENEFITS, PLEASE PROVIDE QUOTE BASED ON AGES WITH CORRESPONDING RATES.

The acceptance of this proposal shall constitute a contractual offer by the Bidder.
Issuance of a purchase order shall constitute acceptance of said contractual offer.
This bid offer must be signed by person who has authority to make this bid binding.

NAME OF FIRM OR CORPORATION

ADDRESS OF FIRM OR CORPORATION

SIGNATURE

TITLE

PERSON TO CONTACT IN REFERENCE BID TELEPHONE

PROPOSAL:

DEVIATIONS ONLY:

NOTE: All deviations shall be listed separately, in order, and referenced to the particular paragraph of the specifications to which they pertain. If there are no deviations write NONE.

[illegible]

ASSIGNMENT

For, and in recognition of, good and valuable considerations, receipt of which is hereby acknowledged, _____,

Company Name

acting herein by and through _____,

Individual Name

its _____ and duly authorized agent,
Title of Individual's Position

hereby conveys, sells, assigns and transfers to the City of Hialeah, Florida all rights, title and interest in and to all cause of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing, relating to the particular goods or services purchased or acquired by the City of Hialeah, Florida pursuant to _____

Identity of City Contract

Date

Name

Signature

Title

Name of Company

**PURCHASING DIVISION
CITY OF HIALEAH DISCLOSURE AFFIDAVIT**

_____ being first duly sworn, state:

The full legal name and business address* of the person or entity contracting or transacting business with the City of Hialeah are:

If the contract or business transaction is with a corporation, the full legal name and business address* shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a partnership, the full legal name and business address* shall be provided for each partner. If the contract or business transaction is with a trust, the full legal name and address* shall be provided for each trustee and each beneficiary. All such names and addresses are:

The full legal names and business address* of any other individual (other) than subcontractors, material men, suppliers, laborers, or lenders who have, or will have, any interest (legal, equitable beneficial or otherwise) in the contract or business transaction with the City of Hialeah are:

LEGAL SIGNATURE OF AFFIANT

(Print or Type Legal Name of Affiant)

Sworn to and subscribed before me this _____ day of _____, _____

Notary Public - State of Florida

My Commission Expires: _____

Print, Type or Stamp commissioned name of Notary Public

NOTARY SEAL

Personally known ___ OR Produced Identification _____

Type of Identification Produced _____

*Post office box addresses not acceptable.

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)

County of _____)

_____, being first duly sworn,
deposes and says that:

- (1) He is _____ of _____, the Bidder
that has submitted the attached Bid:
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all
pertinent circumstances respecting such Bid:
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partner, own agents, representatives,
employees or parties in interest, including this affiant, has in any way colluded, conspired,
connived or agreed directly or indirectly with any other Bidder, firm or person to sub a
collusive or sham Bid in connection with the Contract for which the attached Bid has been
submitted or to refrain bidding in connection with such Contract, or has in any manner,
directly or indirectly, sought by agreement or collusion or communication or conference with
any other Bidder, firm or person, or to fix any overhead, profit or cost element of the Bid
price or the Bid price any other Bidder, or to secure through any collusion, conspiracy,
connivance or unlawful agreement any advantage against the **City of Hialeah** (Local Public
Agency) or any person interested in the proposed Contract; and

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any
collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its
agents, representatives, owners, employees, or parties in interest, including this affiant.

(Name) _____

(Title) _____

Subscribed and sworn to before me

This ____ day of _____, 200 ____

Title _____

(Title)

My commission expires _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to

_____ (print name of the public entity)
by _____
_____ (print individual's name and title)
for _____
_____ (print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN)
is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to an directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), **Florida Statutes**, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133 (1) (e) **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a

binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administration Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to and subscribed before me this _____ day of _____, 200_____.

Personally known _____

OR Produced Identification _____

(Type of identification)

Notary Public - State of _____

(Printed typed or stamped
commissioned name of notary public)